

Exhibit B

11/1/2016 2:45:08 PM
16CV36291

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6 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR WASHINGTON COUNTY

7 SHANNO JOHNSON,

8 Plaintiff,

9 vs.

10 GEICO CASUALTY INSURANCE
11 COMPANY, a foreign business corporation,

12 Defendant.

Case No. 16CV36291

COMPLAINT (Breach of Contract;
Claim for Underinsured Motorists
Benefits; ORS 742.061)

NOT SUBJECT TO MANDATORY
ARBITRATION

Claim Amount \$186,738.00

ORS 21.160(1)(c)

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14
15 Plaintiff alleges as follows:

16
17 1.

18 At all material times defendant, GEICO Casualty Insurance company (hereafter
19 "Geico") was and is a foreign insurance company licensed in Oregon and doing business selling
20 insurance in Washington County, Oregon.

21 2.

22 At all material times on or about April 17, 2016 plaintiff was a passenger in a vehicle
23 operated by Felicia Schoenky on Highway 30 in Multnomah County, Oregon when Ms. Schoenky
24 pulled out into traffic and caused a collision that resulted in significant personal injuries to plaintiff.

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1 3.

2 As a result of the above referenced collision, plaintiff was taken by ambulance to
3 Legacy Emanuel Hospital, admitted for surgery as an inpatient for four days for the following
4 personal injuries, some of which are permanent in nature:

- 5 a) Laceration of other part of small intestine;
- 6 b) peritonitis;
- 7 c) fracture of third lumbar vertebra;
- 8 d) Ileus, unspecified;
- 9 e) Laceration of colon;
- 10 f) Laceration of other intra-abdominal organs;
- 11 g) Laceration of sigmoid colon;
- 12 h) Abrasion of Left Elbow;
- 13 i) Abrasion of Left Knee; and
- 14 j) Abrasion of Right Knee.

15 4.

16 Plaintiff has incurred medical bills in the sum of \$61,738.00.

17 5.

18 The at-fault driver, Felicia Schoenky, is also insured by Geico Insurance and Geico
19 has agreed to tender that driver's \$25,000 policy limit to plaintiff.

20 6.

21 At all times material, plaintiff was also insured/covered by Geico Insurance Company
22 insurance policy #4332641184 issued by Geico effective 2-23-2016 and which policy provided
23 Underinsured Motorist Benefits of up to \$100,000 per person to the named insured. The policy was
24 issued to plaintiff, Shanno Johnson, and his wife Elizabeth Johnson, and the coverage extends to
25 plaintiff.

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7.

Plaintiff has made numerous demands on Geico for binding underinsured motorist arbitration (UIM arbitration) with a three person panel as provided for under the policy and statute. All of these demands have been rebuffed by Geico claiming that the Geico UIM coverage does not stack as required under SB411 and ORS 742.502 et seq. and that Geico refuses to pay even the amount that is not in dispute. As a result Geico is in breach of contract with plaintiff and engaging in unfair claims settlement practices in violation of ORS 746.230 and the provisions therein.

8.

Plaintiff has performed all material requirements of the Geico policy by notifying Geico that plaintiff intends to bring a claim for UIM benefits and the requirements of ORS 742.500 et seq. and any other preconditions to recovering benefits under the terms of the UIM coverage with Geico.

9.

Despite demand for payment of benefits under the Geico policy, Geico has failed and refused to agree to Arbitration and further, failed and refused to pay anything under the Geico UIM policy coverage which is in and of itself a violation of ORS 746.230.

10.

Geico's failure to pay damages to plaintiff is a breach of the Geico policy and as a result, plaintiff is entitled to recover his reasonable attorney's fees incurred herein pursuant to ORS 742.061 and the provisions of ORCP 68.

WHEREFORE, plaintiff prays for judgment against defendant as follows:

1. For economic damages for medical expenses incurred in the amount of \$61,738.00 or such sum as is proven at trial;

2. For non economic damages in the sum of \$125,000.00 or such sum as a jury determines is fair; and

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1 3. For plaintiff's costs and disbursements incurred herein.

2 DATED this 1st day of November, 2016.

3 **LAW OFFICES OF MATTHEW H. KEHOE, LLC**

4 . S/Matthew H. Kehoe

5 By _____
6 Matthew H. Kehoe, OSB #903103
7 Of Attorneys for Plaintiff
8 Trial Attorney
9 Mkehoe1726@aol.com

10
11 **PLAINTIFF RESERVES THE RIGHT TO FILE A MOTION WITH THE**
12 **COURT TO AMEND THIS COMPLAINT TO ADD A CLAIM FOR PUNITIVE DAMAGES**
13 **PURSUANT TO ORS 31.725.**
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